

From: Andy West
To: Microsoft ATR
Date: 1/3/02 12:09am
Subject: Microsoft Settlement

Greetings:

I would like to comment on the proposed settlement to the Microsoft anti-trust case.

I have read that certain clauses in section III of the purposed settlement give Microsoft rights unusual for a guilty party.

Section III (D), in which Microsoft must disclose information needed for the software of other companies to interoperate with Windows, specifies in its footnotes that only commercial businesses alone receive these disclosures. This in effect bars universities, research laboratories and agencies of the Federal government itself from such information.

Section III (J)(2) gives the right to determine what constitutes a business--for the purpose of licensing APIs, documentation, or protocols--not to the Department of Justice but to Microsoft. This gives Microsoft leave to shut out not just non-commercial entities such as open-source projects, but even federal agencies in the course of their own software projects.

These are the only two clauses I have read about, but these two alone give Microsoft too much power to determine how the keystone of its monopoly may be used.

I would like to ask that the settlement be renegotiated on at least these two clauses, if not for the sake of the open-source movement, then for the sake of the agencies and projects of the Federal government itself.

Sincerely,

Mark Andrew West
202 East Washington Street
Fairmount, Indiana 46928
Tel: 765-747-2919 (work)
Email: dysme@dysmey.org